

The parties of the first part hereby covenant and agree:

First, To pay all taxes and assessments of every character which are now or may hereafter be levied upon the property hereby conveyed or the indebtedness hereby secured; and in default thereof the holder of the indebtedness hereby secured shall have the right to pay such taxes or assessments, and this deed of trust shall stand as security therefor.

Second, To keep all the buildings, fences and other improvements on said premises in good repair, and neither commit nor permit waste on said premises, or the removal of any buildings or improvements therefrom.

Third, That upon a breach of the warranty herein, or upon the failure or refusal to pay the principal indebtedness hereby secured when due, or any part thereof, or any interest thereon at maturity, or any tax or assessment herein mentioned, or to comply with any requirement herein contained, that the whole sum hereby secured shall at once, and without notice to and become due and payable, at the option of the holder hereof, and shall bear interest thereafter at the rate of eight per cent per annum; and thereupon this deed of trust may be foreclosed for the whole of said indebtedness hereby secured, accrued interest and costs, and the said party of the third part, his successors or assigns, shall be entitled to the immediate possession of said property and premises and to the rents and profits thereof, and that upon the institution of proceedings to foreclose this deed of trust the plaintiff therein shall be entitled to have a receiver appointed by the court to take possession and control of said property and premises, and to collect the rents and profits thereof, under the direction of the court, without the further proof required by statute: That a failure promptly to exercise any option hereby given or reserved shall not prevent the exercise of any such option at any time thereafter.

Fourth that the said parties of the first part shall not be liable for the payment of any charges provided for in this deed of trust, or the evidences of indebtedness hereby secured, that may be found could not lawfully be made under the laws of the Indian Territory; it being fully agreed and understood that it is the intention of the said parties of the third part that this deed of trust, and the evidences of indebtedness hereby secured shall in all respects conform to the laws of the Indian Territory, and should any payment be made by said first parties that is found to be contrary to the laws of the Indian Territory they shall be entitled to the return of all sums so paid, and this deed of trust and the evidences of indebtedness hereby secured shall not be affected thereby.

Fifth, That the contract embodied in this deed of trust, and the evidences of indebtedness secured hereby, shall in all respects be governed and construed in accordance with the laws of the Indian Territory.